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1949

File No. T.D /49.

Legal **DEPARTMENT**

E **BRANCH**

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Subject.

Trusts Deeds ——

Building Grant to school

P.14
E

File No. T. D /49

d. Sectt. Slip 24 B e.

18. E

C O N T E N T S.

Legal Department File No. T. D. /49

Sr. No.	R.I. / O. No.	Subject	Pages
~~1.~~			
1.		T.D. for Building Grant paid for the Kannada Boys Schools Hullur District Bijapur.-	1-13.

EVY. 31/5.

TDM9 1 X3

No.S.42-(d)-312-D.
Poona 1, 28 June, 1949.

From

The Director of Public Instruction,
Province of Bombay, Poona 1.

To

The Remembrancer of Legal Affairs,
Bombay.

Subject :- Trust Deed for Building Grant paid for th
Kannada Boys' School, Hullur,
District Bijapur.

Sir,

I have the honour to forward herewith, for record, a copy of the Trust Deed dated the 21st April, 1948, for the building grant of Rs.2,560/- paid for the District Local Board, Bijapur.

Yours faithfully,

for Director of Public Instruction.

GDV/24.

N. L. J. Trust deed. 5 105

Serial no 1.
Presented at the office
of the District Registrar
of Bijapur between the
hours of 2 & 3 pm 11-8-1948.
Sd/ R. S. Shyamrao.
Photostat District
Court Bijapur
Sd/ E. Francis.
District Registrar
Bijapur.

Received from Fr. —
Registration 15—0—
copying folios 3—0—
memo 0-10-
fee for copying
endorsement 0-8-
for filing Mort 0-10-
extra fees for
Regn. by D.R. 5—0—

Total Rs 24-12

Sd/ E. Francis.
District Registrar
Bijapur

5/47

THIS INDENTURE made the twenty first day of April one thousand nine hundred and forty eight between the District Local Board of Bijapur Established under the Bombay Local Boards Act, 1923 (hereinafter referred to as " the Local Board" of the one part and the Governor of Bombay (hereinafter - referred to as " the Government ") of the other part WHEREAS the Local Board is possessed of and absolutely entitled in - perpetuity free from incumbrances to the piece of land - described in the schedule hereto and intended to be hereby - assured, AND WHEREAS the Local Board applied to the Government for a Building Grant-in-aid of Rupees Two thousand five - hundred and sixty only for a school house to be known as the Hallur Kannada Boys' school and has satisfied the Director of Public Instruction, Province of Bombay, that the building is intended for and will be devoted to educational purposes and in part to secular education that the plans, estimates and specifications are satisfactory that the title of the Local - Board to the piece of land described in the schedule hereto - is good and in order and that the building has been - constructed. AND WHEREAS by the rules now in force in the Province of Bombay for regulating the application of grants - made by the Government in aid of schools it is provided - (inter alia) that no portion of a Building Grant shall be - paid to the managers of a school unless and until they - execute or agree to execute a trust deed as in the said rules - provided AND WHEREAS the Government has sanctioned a - Building Grant of Rupees two thousand five hundred and sixty which sum has been duly paid and payment of which the Local - Board hereby acknowledges in consideration of the Local Board executing to the Government such conveyance or assurance as - is hereinafter contained which the Local Board has agreed to do AND WHEREAS THE COMMISSIONER, Southern Division has - sanctioned the transfer hereby made and such sanction is - recorded in

9 +51

purposes of a school;

(3) pay all rates charges assessments and expenses - leviable or chargeable in respect of the premises and - buildings;

(4) use all the premises and buildings as and for the purposes of a public school to be devoted wholly to education and in part to secular education;

(5) manage and conduct the said school in all respects in - accordance with the rules and regulations for the time being - in force of the Educational Department of the Government of - Bombay;

(6) keep the said school at all times open to the - inspection of the inspecting officers of the Educational - Department of the Government of Bombay; and

(7) Keep at all times the building or buildings already - erected or which may hereafter be erected on the said - premises in respect of which a building grant has been given (except the building or buildings in respect of which the - Executive Engineer,Bijapur Division has issued a certificate - that in his opinion the risk of fire is not sufficiently great as to render insurance desirable and so long as such - certificate has not been cancelled by the Executive Engineer - in writing) insured in the joint names of the Local Board and the Government against loss or damage by fire in a sum equal - to the cost of such building or buildings including flooring - but exclusive of foundation and plinth at the least in some respectable insurance office to be approved by the Government or its Agent for the time being and regularly pay the - premiums which shall become payable in respect of such - insurance and whenever thereunto required so to do, produce - to him the policy or policies of such insurances and the - receipt for the premiums paid thereon in respect of the current year and shall, unless the Local Board has forfeited its - right or claim to such policy or policies of insurance as - hereinafter provided, apply all moneys which may be received - by virtue of any such policy or policies in rebuilding or - reinstating the premises destroyed or damaged;

PROVIDED ALWAYS and it is hereby declared and agreed that in the event of default being made by the Local Board in the - performance of any of the conditions hereinbefore mentioned the Building Grant or so much of the same as shall not then have been made shall lapse and the aggregate amount of the - said Building Grant and all future Building Grants from time - to time advanced by the Government for the school shall be - repayable to the Government AND for the purposes of recovering any moneys so due to the Government it shall be lawful for - the Government to enter upon and take possession of the said - premises and all buildings fixtures and fittings thereon and - to sell and absolutely dispose of the same free from - incumbrances and discharged from the trusts hereof in such - manner as the Government in its absolute discretion shall - see fit and apply the proceeds of such sale after payment - thereout of all costs and expenses attending the same in or towards the recouping or reimbursing to the Government - the moneys which may as aforesaid have become repayable or - due to the Government and pay the surplus if any to the - Local Board or to such body or person whom the Government may consider lawfully entitled thereto and in any such event - the Local Board shall forfeit to the Government all its - right or claim to, over or in respect of such policy or - policies of insurance relating to the said buildings and the amount of premiums paid by it in respect of such insurance - and the same shall then become absolutely the property of the Government. IN WITNESS WHEREOF Murigeppa Shiddappa Sugandhi, Esquire, President of the Local Board and Dr. Shivangouda - Patil and Patil and Mr. Revappa Bor[illegible] the other - [illegible] of the Local Board have hereunto set their hands and

1944. NOW THIS INDENTURE WITNESSETH that in consideration of the premises and of the sum of Rupees two thousand five hundred and sixty only paid as aforesaid by the Government to the Local Board the Local Board doth hereby grant convey and assign unto the Government ALL THAT piece or parcel of land described in the schedule hereto TOGETHER with all and - singular the building and erections now being or which may - hereafter be thereon expressly including the said building - to be erected as aforesaid and all rights easements and - appurtenances whatsoever usually hold or occupied therewith - or reputed to belong or be appurtenant thereto and also all - fittings and fixtures being in and belonging to or used or - to be used for the said school and all the estate right title interest claim and demand of the Local Board in and upon the said premises TO HOLD the said piece of land chattels and - effects and all other premises expressed to be hereby assured unto and to the use of the Government according to the - nature and tenure thereof respectively AND the Local Board - doth hereby for itself and its successors covenant that it - has power to grant all the said premises to the Government in-manner aforesaid free from incumbrances and that the Local - Board and every person claiming through or in trust for the Local Board will at all times at the cost of the Local Board execute and do all such assurances and things for the - further or better assuring the said premises to the Government as aforesaid as shall be reasonably required AND it is - hereby declared and agreed that the Government shall hold the said premises upon the trusts and to and for the intents and purposes following that is to say UPON TRUST to permit the - Local Board to enter upon the said premises for the purposes and on the conditions following namely that the Local Board and its successors shall:-

(1) construct within months from the date hereof buildings thereon according to the plans and specifications - approved of or as may be approved of by the Director of - Public Instruction, Province of Bombay, for and on behalf of the Government;

(2) maintain and keep at all times in good and substant-ial repair and condition all the buildings now being or - which may hereafter be on the said piece of land to the end that the same may be at all times efficient for use for the -

the common seal of the Local Board hath been hereunto affixed and D. C. Pavate, Esqr. Director of Public Instruction, Province of Bombay hath set his hand and the seal of his office hereto on behalf of the Governor of Bombay, the day and year first above written.

The schedule above referred to
Description and boundaries of property.

The piece or parcel of land measures in superficial area nine gunthas be the same a little more or less situated in the village of Hallur and bearing S.No.96/3 in the Taluka of Bagalkot in the District of Bijapur and in the Registration Sub-District of Bagalkot in the said District and measures from North to South 124 feet on the eastern side and 74 feet on the western side, and from East to West 99 feet on the northern side and 111 feet in the southern side, be the same a little more or less and is bounded as follows:-

On the North by portion of land of S.No.96/3.
On the South by Government road.
On the East by portion of land of S.No.96/3
and on the West by portion of land of S.No.96/3

and is for greater clearness delineated on the plan hereto annexed and signed by the executing parties aforesaid:—

Signed by Hurigeppa Shiddappa Sugandhi Esquire, President, District Local Board, Bijapur and:

President.

(1) Dr. Shivangouda Bapugouda Patil.

and

(2) Mr. Revappa Somanna Kale.

D. L. B. Members.

two members of the Local Board of Bijapur and sealed with the common seal of the Local Board of Bijapur, in the presence of

(1) Mr. Pandurang Ramchandra Kakraddi Chief Officer, District Local Board, Bijapur and

Common seal

(2) Mr. Gururao Swamirao Kotti, Head Clerk, District Local Board, Bijapur.

Signed, sealed and delivered by D. C. Pavate, Esq., Director of Public Instruction, for the Province of Bombay, in the presence of

(1)

(2)

Annexture:- Plan.

Registered no.

at pages 8 to 19 Volume of Bonds no one 1.

Date. 17-9-1948.

Sd/ E. Francis.
District Registrar
Bijapur.

(1) Hussain s/o. Nurmahamad. Bidkapur. Executant
president D. L. B. Kaingaonkar, merchant,
46, Bijapur.

(2) Lt. Lingappa. Bhimappa. Patil.
Bankar, Lingayat, 45, Bijapur.

(3) Revappa. Somanna. Kale, agriculturist
Harijan, 35, Joint - executants admit
execution. They are personally known
to me District Registrar, Bijapur.

Sd/ M. S. Engineer.
President Dist. Local Board Bijapur.

Sd/ S. B. Patil.
Member D. L. B. Bijapur.

Sd/ R. S. Kale.
Member D. L. B. Bijapur.

A. C. Bagewadi Mgr. Director of Public Institution
Bombay Province, Poona, executing party is
exempt from personal appearance in this
office under S. 88 of the D. R. A. His signature
and seal affixed and of the D. L. B. are
duly certified by Mr. P. R. Kakatkar Chief
Executive Officer D. L. B. Bijapur who is known
personally to D. R. Bijapur.

Sd/ P. R. Kakatkar.
Chief Executive Officer D.L.B.
Bijapur.

Sd/ [illegible]
District Registrar.
Bijapur.

1576

Submitted 13

File in T.D Ky
Map
3616
Sdr

Copy of the map which accompanies the document registered at no I pages from 8 to 19 of Volume no IV of Book no I is filed on page 30 of Volume II of Book no I Part II.

Date 17-9-1948.

Sd/ E. Francis
Dy Chief Registrar
Bijapur

T D/ uf